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MARKETING AGREEMENT FOR MILK FOR ALAMEDA COUNTY MILK SHED

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U.S. DEPARTMENT OF AGRICULTURE

The parties to this Agreement are the contracting producers, the contracting distributors, and the Secretary of Agriculture of the United States.

WHEREAS, it is declared policy of Congress, as set forth in Section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended

- (1) to establish and maintain such balance between the production and consumption of agricultural commodities, and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period; the base period in the case of all agricultural commodities except tobacco being the pre-war period, August 1909--July 1914, and in the case of tobacco, the base period being the post-war period, August 1919--July 1929;
- (2) to approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and
- (3) to protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom, which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period, August 1909--July 1914; and

WHEREAS, it is understood that to effectuate such declared policy, the contracting producers shall receive a fair proportion of the financial benefits resulting to the contracting distributors from this Agreement and acts done pursuant thereto until parity is achieved for the contracting producers, and that subject to the foregoing, at all times, efforts will be made by the contracting distributors to yield to the consumers a fair proportion of such financial benefits and savings: and

WHEREAS, pursuant to the Agricultural Adjustment Act, the parties hereto, for the purpose of correcting the conditions now obtaining in the production of milk in the Alameda County production area for distribution as fluid milk in the Alameda County sales area and the distribution thereof, and to effectuate the declared policy of said Act, desire to enter into a marketing agreement under the provisions of Section 8 (2) of the Act; and

WHEREAS, the marketing of milk in the Alameda County production area for distribution as fluid milk in the Alameda County sales area and the distribution of said fluid milk are in both the current of interstate commerce and the current of intrastate commerce, which are inextricably intermingled;

NOW, THEREFORE, the parties hereto agree as follows:

I.

As used in this Agreement, the following words and phrases shall be defined as follows:

1. "Secretary" means the Secretary of Agriculture of the United States.
2. "Act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.
3. "Person" means individual, partnership, corporation, association, or any other business unit.
4. "Fluid Milk" means milk, cream, or any other of the articles listed in Exhibit C, which are sold for consumption in the Alameda County sales area.
5. "Market Milk" means milk produced in the Alameda County Milk Shed and sold for consumption as whole milk in the Alameda County sales area.
6. "Manufacturing Milk" means milk produced in the Alameda County Milk Shed and not marketed for consumption as whole milk.
7. "Contracting Producers" means such producers and associations of producers of milk in the Alameda County production area, sold for consumption as fluid milk in the Alameda County sales area, irrespective of whether any such party distributes fluid milk for consumption in the Alameda County sales area, as may become parties signatory to this Agreement according to the terms hereof.
8. "Contracting Distributors" means such persons who distribute fluid milk for consumption in the Alameda County sales area, irrespective of whether any such party is also a producer of milk, as may become parties signatory to this Agreement according to the terms hereof.
9. "Subsidiary" or "affiliate" means any corporation or other business unit that the parent corporation shall have, either directly or indirectly, any relationship with or interest in by stock ownership or in any other manner.
10. "Alameda County Sales Area" means the territory included within the towns and cities of Oakland, Berkeley, Alameda, Piedmont, Emeryville, Albany, El Cerrito, Richmond, San Leandro, and Hayward, California, and the territory within one mile of their respective corporate limits.
11. "Alameda County Milk Shed" means the territory included within the counties of Alameda, Santa Clara, San Joaquin, Napa, Solano, Stanislaus, Monterey, Contra Costa, Sonoma, Santa Cruz, and Yolo, California.
12. "Dairy Council" means the California Dairy Council, a non-profit association organized and existing under the laws of the State of California.
13. "Board" means the Alameda County Milk Industries Board established pursuant to paragraph 1 of Exhibit B.

II

1. The schedule governing the prices at which, and the terms and conditions under which, milk shall be sold by the contracting producers and purchased by the contracting distributors for distribution as fluid milk, shall be that set forth in Exhibit A, which is attached hereto and made a part hereof. The provisions of such schedule may be changed from time to time by agreement between sixty (60) percent of the contracting producers and sixty (60) percent of the contracting distributors, both percentages to be measured by the volume of milk marketed and distributed, respectively; provided, however, that such changes shall become effective only upon the written approval of the Secretary. Payments to Dairy Council made pursuant to paragraph 4 of this Agreement and like payments to Cooperative Dairymen's League (a non-profit association organized and existing under the laws of California), made pursuant to membership agreements, shall, respectively, be deemed part of the price paid to producers.

2. The plan governing the marketing of milk within the Alameda County milk shed and the Alameda County sales area shall be that set forth in Exhibit B, which is attached hereto and made a part hereof. Such plan may be modified by agreement between the contracting producers and the contracting distributors, provided that such modified plan shall become effective only upon the written approval of the Secretary.

3. The schedule governing the prices at which and the terms and conditions under which fluid milk shall be distributed and sold by the contracting distributors in the Alameda County sales area shall be that set forth in Exhibit C, which is attached hereto and made a part hereof. Such schedule may be changed by agreement between the contracting producers and the contracting distributors, provided that any such changes shall become effective only upon the written approval of the Secretary.

(a) The contracting producers and the contracting distributors agree to submit to the Secretary, before the expiration of thirty days following the effective date of this Agreement, additional price schedules for contracting distributors' sales to correspond to Schedules I, III and IV of the formula contained in Exhibit A. Upon the approval of the Secretary, such additional price schedules shall become part of Exhibit C as if originally contained therein.

4. The contracting distributors agree that they will not purchase milk from any producer not a member of the Cooperative Dairymen's League unless such producer authorizes the purchasing contracting distributor to pay over to Dairy Council the same amount (not to exceed $1/4\phi$) per pound of butterfat purchased which the members of the Cooperative Dairymen's League are then authorizing and contracting distributors to pay over to the Cooperative Dairymen's League on behalf of its members for payment of Dairy Council for advertising and educational benefits, and unless such producer authorizes the purchasing contracting distributor to pay over to the Cooperative Dairymen's League, the same amount (not to exceed $1/2\phi$) per gallon of milk purchased which the members of the Cooperative Dairymen's League are then authorizing the contracting distributors to pay over to the Cooperative Dairymen's League on behalf of its members for testing, recording and accounting services. Such purchasing contracting

distributor shall simultaneously with making payment to the producer for milk purchased make payments as aforesaid to Dairy Council or to the Cooperative Dairymen's League, and shall, at the same time, make payment to Dairy Council, on his own account, of an amount equal to that he is paying over to Dairy Council on behalf of the producer for advertising and educational benefits. The sums so paid shall be kept as separate funds by Dairy Council or the Cooperative Dairymen's League for the purpose of securing to such producers not members of the Cooperative Dairymen's League the aforesaid benefits. The contracting producers and contracting distributors undertake that the Dairy Council and the Cooperative Dairymen's League shall disburse such funds for the purposes hereinbefore provided and that Dairy Council and the Cooperative Dairymen's League shall keep separate books and records, in form satisfactory to the Secretary, pertaining to such funds, which said books and records of Dairy Council and the Cooperative Dairymen's League shall be subject to the examination of the Secretary during the usual hours of business, and that Dairy Council and the Cooperative Dairymen's League shall from time to time furnish to the Secretary such information as the Secretary may require.

5. All contracting producers not members of the Cooperative Dairymen's League shall be permitted to become members of the Cooperative Dairymen's League on an equal basis with existing members similarly circumstanced.

6. The contracting distributors agree that they will purchase all the milk (provided it meets all the health requirements provided for in this Agreement) tendered by all producers within the Alameda County milk shed who have established quotas, and that they will not purchase any milk from producers who have no established quotas.

7. The contracting producers and the contracting distributors shall severally maintain systems of accounting which shall accurately reflect the true account and conditions of their respective businesses, which shall include any affiliate or subsidiary. Their respective books and records (including the books and records of such subsidiary and affiliated companies) shall, during the usual hours of business, be subject to the examination of the Secretary to Assist him in the furtherance of his duties with respect to this Agreement, including verification by the Secretary of the information furnished on the forms hereinafter referred to. The contracting producers and the contracting distributors shall severally, from time to time, furnish information to the Secretary on and in accordance with forms to be supplied by him, each of which reports shall be verified under oath. The Secretary, in his discretion, may permit the omission from any such report any subsidiary or affiliated company. In the event that the Board and/or Cooperative Dairymen's League and the Secretary shall have occasion to collect identical information from the same parties, the Board and/or Cooperative Dairymen's League shall use forms acceptable to the Secretary and arrangements shall be made for duplicate reports to be submitted to the Secretary and the Board and/or the Cooperative Dairymen's League. All forms obtained by or furnished to the Secretary, pursuant to this paragraph, shall remain the confidential information of the Secretary, and shall not be disclosed by him except upon lawful demand made by the President, by either the House of Congress, or any committee thereof, by any court of competent jurisdiction, or in connection with the enforcement of the License issued in connection with this Agreement. The Secretary, however, may combine and publish

the information obtained from the contracting parties in the form of general statistical studies or data. The Secretary hereby agrees to issue regulations and prescribe penalties to be imposed in the event of any violations of the confidence or trust imposed hereby.

8. The standards governing the production, receiving, transportation, processing, bottling, and distribution of fluid milk, shall be those established pursuant to or in accordance with the health laws, ordinances and regulations of the federal, state, municipal, or political subdivisions within which such milk is marketed and distributed.

9. The rules of fair practice set forth in Exhibit D, which is attached hereto and made a part hereof, shall be the uniform rules of fair practice for the Alameda County sales area. Such rules may be changed by agreement between the contracting distributors, provided that any change shall become effective only upon the written approval of the Secretary.

10. The contracting distributors hereby apply for and consent to licensing by the Secretary, subject to Milk Regulations, Series 1, and General Regulations, Series 3, together with amendment thereto, Agricultural Adjustment Administration, prescribed by the Secretary and approved by the President, and not otherwise.

11. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force until terminated in one of the following ways:

- (a) The Secretary may at any time terminate this Agreement by giving notice by means of a press release or in any other manner which the Secretary may determine.
- (b) The Secretary may, for good cause shown, at any time terminate this Agreement as to any party signatory hereto, by giving notice in writing by registered mail and addressed to such party at the address of such party on file with the Secretary.
- (c) The Secretary shall terminate this Agreement upon the request of sixty (60) per cent of the contracting producers or sixty (60) per cent of the contracting distributors, such percentage to be measured by the volume of milk marketed or distributed respectively, by giving notice in the same manner as provided in subdivision (a) above.
- (d) This Agreement shall in any event terminate whenever the provisions of the Act authorizing it shall cease to be in effect.

12. The benefits, privileges and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges, and immunities conferred by this Agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.

13. The contracting producers and contracting distributors shall use their best efforts to assure the observance of the terms and conditions of this Agreement by such producers and distributors. Subject to such regulations as the Secretary may prescribe, the contracting producers and the contracting distributors shall establish such agency or agencies as are necessary to:

- (a) Receive complaints as to violations by any contracting producer or contracting distributor of the terms or conditions of this Agreement.
- (b) Adjust disputes arising under this Agreement between contracting producers and/or contracting distributors.
- (c) Make findings of fact which may be published.
- (d) Issue warnings to such persons, and
- (e) Take such lawful measures as may be appropriate; and such agency or agencies if it or they deem it necessary shall report its findings and action with respect thereto to the Secretary for appropriate proceedings under the Act.

14. This Agreement may be executed in multiple counterparts, which, when signed by the Secretary, shall constitute, when taken together, one and the same instrument as if all such signatures were contained in one original.

15. After this Agreement first takes effect any producer or association of producers of milk for consumption as fluid milk or any distributor of fluid milk, may become a party to this Agreement, if a counterpart thereof is executed by him and by the Secretary. The Agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such new contracting party.

16. If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstance or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

17. Nothing herein contained shall be construed in derogation of the right of the Secretary to exercise any powers granted him by the Act and, in accordance with such powers, to act in the premises whenever he shall deem it advisable.

18. The Secretary may name any person to act as his agent in connection with any of the provisions contained herein to be performed by the Secretary.

IN WITNESS WHEREOF the contracting producers and the contracting distributors, acting under the provisions of the Agricultural Adjustment Act for the purposes and for the limitations herein contained and not otherwise, have hereunto set their respective hands and seals.

WHEREAS, it is provided by Section 8 of the Act as follows:

"In order to effectuate the declared policy, the Secretary of Agriculture shall have power--

"(2) To enter into marketing agreements with processors, associations of producers, and others engaged in the handling in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested parties. The making of any such agreement shall not be held to be in violation of any of the anti-trust laws of the United States, and any such agreement shall be deemed to be lawful: Provided, That no such agreement shall remain in force after the termination of this Act."; And

WHEREAS, due notice and opportunity for hearing to interested parties has been given pursuant to the provisions of the Act, and the regulations issued thereunder; and

WHEREAS, it appears, after due consideration, this is a marketing agreement between the Secretary and persons engaged in the handling of milk and its products within the meaning of said section in the current of interstate and/or foreign commerce; and

WHEREAS, it appears, after due consideration, that the aforesaid marketing agreement will tend to effectuate the policy of Congress set forth in Section 2 in the Act in that such marketing agreement will

- (a) establish and maintain such balance between the production of milk in the Alameda County production area and consumption of such milk and its products in the Alameda County sales area and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give such agricultural commodity a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of such agricultural commodity in the base period as defined in Section 2 of the Act;
- (b) approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible

in view of the current consumptive demand in domestic and foreign markets; and

- (c) protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for such agricultural commodity, or products derived therefrom, which is returned to the farmer above the percentage which was returned to the farmer in the pre-war period, August 1909-July 1914.

NOW, THEREFORE, I, Henry A. Wallace, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Agreement under my hand and official seal of the Department of Agriculture, in the City of Washington, District of Columbia, this _____ day of _____, and, pursuant to the provisions hereof, declare this Agreement to be effective on and after _____ Eastern Standard time, _____.

Secretary of Agriculture.

EXHIBIT A

RULES FOR MILK PRODUCTION, PRICES AND AMOUNTS

1. The prices to be paid to any producer by the contracting distributor purchasing such producer's market milk shall be determined with reference to the current quotation of the price of 92 score butter at wholesale on the San Francisco Butter Market in accordance with the following buying and selling formula (hereinafter called the "formula"):

	:	:	Price to Producers
	:	:	for Market Milk
S	:	:	f.o.b. Contracting
c	:	:	<u>Distributor's Plant</u>
h	:	:	Standard : Premium
e	:	:	Buying : per gallon
d	:	:	Orders, : for
u	:	:	price per : additional
l	:	:	pound : market milk
e	:	:	butterfat : required
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	:	:	
	:	:	
	:	:	
I	:	:	
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II	:	:	
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III	:	:	
	:	:	
IV	:	:	

	A	B	C	D
I	\$	\$.20	\$.51	\$.09
II	.21 to .25		.58	.10
III	.26 to .30		.65	.12
IV	.31 to .35		.71	.14

2. The price to any producer for the amount of milk allocated to such producer pursuant to paragraph 5 of Exhibit B and marketed by such producer, shall be as prescribed in Schedule II of the formula. When, for a period of 31 days, the average daily prices at wholesale on the San Francisco Butter Market shall move into the schedule next above or next below, the prices for market milk shall be raised or lowered correspondingly. The Board shall tabulate the average daily prices and shall give due notice of change of schedules to all interested parties.

3. For all milk having a bacteria count exceeding 25,000 per cubic centimeter, three cents per pound butterfat shall be deducted from the price to producers, and paid to the Cooperative Dairymen's League. The funds thus obtained shall be paid to producers monthly in proportion to their surplus burdens as provided in paragraph 5 of Exhibit B, or, should no surplus burden exist, in proportion to volume of milk marketed in the Alameda County sales area.

4. Payments for additional market milk required by contracting distributors in excess of the current prices for manufacturing milk shall be made to the Cooperative Dairymen's League. The funds thus obtained shall be paid to producers monthly in proportion to their surplus burdens as provided in paragraph 5 of Exhibit B, or, should no surplus burden exist, in proportion to volume of milk marketed in the Alameda County sales area.

5. The prices for manufacturing milk and for milk of market milk quality used for manufacturing purposes shall be the average monthly prices, as compiled by the Cooperative Dairymen's League, paid for manufacturing milk and for milk of like quality, respectively, by manufacturing plants in Stanislaus, San Joaquin and Merced Counties.

6. All payments by contracting distributors for milk received shall be made on the 15th day of every month for all milk received during the preceding calendar month. Failure to settle accounts by the 18th of any month shall be sufficient reason for discontinuing shipments.

EXHIBIT B

QUOTA CONTROL PLAN

The words "producers" and "distributors" as used in this exhibit include both contracting producers and contracting distributors as defined in the Agreement and also producers and distributors as defined in the License issued by the Secretary of even date with this Agreement.

1. The Alameda County Milk Industries Board shall consist of three members, one to be chosen by contracting producers marketing at least 50% by volume of fluid milk, one to be chosen by contracting distributors distributing at least 50% by volume of fluid milk, and one to be designated by the two members so chosen. Successor members shall be appointed in the same manner. All appointments shall be in writing delivered to the Secretary and shall meet with the approval of the Secretary. Any member of the Board may be removed, with or without cause, in the same manner as he was appointed.

2. Basic quotas for all producers shall be established by the Board.

3. The basic quota of each producer delivering milk on the effective date of the Agreement shall be equal to the daily average of milk marketed in the Alameda County sales area by such producer during the period from September 1, 1932, to December 31, 1932. If, due to loss of milking herd cows in the eradication of tuberculosis, the daily average of milk marketed by such producer during such period was less than the daily average of milk marketed in the Alameda County sales area by such producer during the corresponding period in 1931, basic quotas may be established equal to the latter daily average, or from the daily average of the milk marketed in the Alameda County sales area by such producer during both of said periods.

4. Any new producer (the term "new producer" as used in this exhibit shall mean such producer who commences to sell milk in the Alameda County sales area after the effective date of the Agreement) will be allowed to establish a basic quota, as hereinafter provided, and to sell milk on the basis of such established basic quota only if such new producer first obtains a certificate of necessity from the Board entitling him to a basic quota and to sell milk pursuant to same, by making due written application to the Board upon forms supplied by the Board. Certificates of necessity shall state that marketing conditions justify the issuance thereof. In the event that a new producer is denied a certificate of necessity after having made such written application to the Board, he shall have the right of immediate appeal to the Secretary in a

manner to be determined by the Secretary. In the event that a certificate of necessity is issued to any producer, his quota shall be equal to 25% of his average daily deliveries during the first ninety days if made within the period from June 1 to November 30, inclusive, and to 20% of his average daily deliveries during the first ninety days if made within the period from December 1 to May 31, inclusive. If such ninety days do not fall wholly within either such period, 25% of his total deliveries during such ninety days made within the period from June 1 to November 30, inclusive, shall be added to 20% of his total deliveries during such ninety days made within the period from December 1 to May 31, inclusive, and the sum shall be divided by ninety.

5. On or before the 25th day of each month distributors shall submit to the Board on forms provided by the Board, to be called "Standard Buying Orders," estimates of their average daily requirements of market milk, in terms of gallons, for the ensuing calendar month, including Sundays and holidays. On or before the first of such ensuing month, the Board shall allocate the total of the Standard Buying Orders among producers in proportion to their basic quotas.

6. Where milk in excess of the amount allocated by the Board to a producer but less than the basic quota of such producer is marketed by such producer at manufacturing milk prices, the difference between the current price for market milk and the manufacturing milk price at which such milk is sold shall constitute a surplus burden for such producer to be credited to him by the Cooperative Dairywomen's League.

7. Each distributor shall submit weekly reports to the Board relating to the amount of milk handled by such distributor in terms of gallons, fluid pounds, butterfat pounds, butterfat tests, and bacteria counts, and such other information as the Board may require. Such reports shall be signed and sworn to by the distributor or by the plant superintendent and by the bookkeeper or accountant. Each distributor shall also submit monthly recapitulations of such weekly reports.

EXHIBIT C

PRICE SCHEDULES FOR CONTRACTING DISTRIBUTORS' SALES

(These schedules correspond to Schedule II of the formula set forth in Exhibit A.)

- (a) The prices set forth in the following schedules are based upon Grade A milk (as defined by the laws of the State of California and/or ordinances of the cities and towns in the County of Alameda), containing as a base, an average butterfat content of 4 percent. Milk containing butterfat in excess of 4 percent shall be sold at the rate of an additional 1¢ per gallon for each one-tenth of 1 percent butterfat.
- (b) No deductions shall be made from the following schedules for any occupational or sales tax.
- (c) Sales to any public unemployment relief agency may be made at less than the prices set forth in the following schedules.

- (d) During the first 30 days in which the Agreement is in effect the following schedules shall be maintained, unless because of competitive conditions a majority (measured by volume of fluid milk distributed) of the contracting distributors acting collectively determined that the prices in such schedules should be reduced. In such event such majority shall establish, for the remainder of such 30-day period, schedules of reduced prices as the schedules effective during the remainder of such 30-day period. Such reduction shall not affect the schedule of prices to be paid to producers set forth in Exhibit A, during such 30-day period, nor the schedules established in this exhibit thereafter.

	<u>Wholesale Prices</u>	<u>Retail Prices</u>
<u>Pasteurized Grade "A" Milk</u>		
Half Pints	3¢	---
Third quarts	4¢	---
Pints	7¢	8¢
Quarts	9 1/2¢	11¢
Gallons	35¢	---
Three gallons	\$1.00	---
<u>Grade "A" Raw Milk</u>		
Pints	7¢	8¢
Quarts	10 1/2¢	12¢
<u>Certified Milk</u>		
Pints	11¢	12¢
Quarts	16¢	17¢
<u>Buttermilk</u>		
Pints	6¢	7¢
Quarts	8 1/2¢	10¢
Gallons	20¢	---
<u>Goat Milk</u>		
Pints	18¢	20¢
Quarts	28¢	30¢
<u>Acidophilus Milk</u>		
Pints	18¢	20¢
Quarts	28¢	30¢

	Wholesale Prices	Retail Prices
<u>Pasteurized Grade "A" Milk</u> (continued)		
<u>Youghurst</u>		
Half pints	3 1/2¢	---
Pints	8¢	8¢
Quarts	10 1/2¢	12¢
<u>Skim Milk</u>		
Quarts	8¢	9¢
Gallons	15¢	---
<u>Table Cream 20-22% Butterfat</u>		
Quarts	30¢	---
Gallons	1.10	---
<u>Table Cream 28-30% Butterfat</u>		
Quarter pints	8¢	10¢
Half pints	16¢	19¢
Pints	25¢	30¢
Quarts	40¢	48¢
Gallons*	1.35	---
<u>Pastry or Whipping Cream 37-40% Butterfat</u>		
Quarter pints	11¢	13¢
Half pints	20¢	25¢
Pints	30¢	40¢
Quarts	55¢	70¢
Gallons*	1.75	---
<u>Sour Cream</u>		
Half pints	---	15¢
Pints	---	25¢
Quarts	---	45¢
Gallons	---	1.50

EXHIBIT D

RULES OF FAIR PRACTICE

No method or device shall be permitted whereby fluid milk is sold or offered for sale at a price less than that stated in Schedule C, whether by any discount, rebate, free service, or advertising allowance, or a combined price for such milk together with another commodity whether sold or offered for sale separately or otherwise.

* Cream shall be sold at wholesale in 10 or more gallon lots at 25¢ per pound butterfat over the San Francisco 92 score butter quotation.

Milk sold from retail stores shall require a 3¢ deposit per bottle until same is returned.

Since correction of typographical errors may be necessary before signature by the Secretary, you are requested to authorize by signing this authorization.

We, the undersigned, hereby authorize

to consent to the correction of any typographical errors which the Agricultural Adjustment Administration may consider it advisable to make in the Marketing Agreement for

which we have signed on the ____ day of _____ 1933.

Date _____ By _____ Title _____